

## WILLIS TUCKER PARK ROOM RENTAL RULES & POLICIES



### I. GENERAL RULES

- A. Licensee (AKA Permit holder) is responsible for setup and cleanup, which includes wiping down and returning tables and chairs to their pre-event location, sweeping floors, cleaning spills, and removing trash. Cleaning supplies will be provided by the Parks & Recreation Department. All setup and cleanup must be completed within the time designated in the license.
- B. No event will extend beyond the time designated in the Facilities License Agreement (permit). Failure to do so may result in double hourly rate charges and/or loss of damage deposit.
- C. Catering is permitted within the facilities and is the Licensee's sole responsibility. Licensee is responsible for bringing linens, coffeepots, dishes, utensils, and other equipment.
- D. Licensee must remove all items of personal property from facilities prior to the expiration of the license. The County shall have the right, at Licensee's expense, to remove, store, sell, or otherwise dispose of items left at the facilities. The Licensee assumes all risk of loss or damage, by theft or otherwise, to the property incurred during, or as a result of, any removal, storage, sale, or other disposition by the County.
- E. Licensee shall not interfere with the peace, comfort, and repose of neighboring residents when leaving the facilities.
- F. Parking spaces cannot be guaranteed, and may be difficult to find on hot summer days. Licensee may drive up to the doors of the building for loading/unloading, when under the supervision of an Event Host. Under no circumstances will vehicles be parked in the front plaza area.
- G. All park facilities, other than the licensed facilities, foyer, and restrooms, are off-limits after dusk.
- H. Licensee/guests are not to use County equipment (e.g. TV, phones, etc.) not specified for their use and may be subject to additional fees if used.
- I. Licensee will not deface, injure, mar, nor in any manner damage the facilities, and shall neither cause nor permit anything to be done which may in any manner damage the facilities. No scotch tape, duct tape or anything that penetrates the wood walls or floors (e.g. nails, tacks, or staples), shall be used. Low-tack masking tape or a reusable putty or museum putty may be used for decorating purposes on non-painted surfaces and must be completely removed at the end of the rental.
- J. Licensee shall not perform, nor permit others to perform, any disorderly conduct, waste or vandalism, or commit any nuisance at the facilities or to use the facilities in such a way as to interfere with the use of adjoining County property by any other person.
- K. All music, whether live or recorded, must be in compliance with Snohomish County Code 22.16.100 and 22.16.110. In addition, music and amplified sound must not be audible beyond the licensed facilities after 10:00 p.m.
- L. Equipment or conditions which create a hazard, block exits, or cause false alarm activations are not permitted.
- M. Smoking and open flames are not permitted inside the facilities. Smoking is not permitted within twenty-five (25) feet of doors or windows of the facilities.
- N. Throwing of any materials (including but not limited to rice, bird seed, confetti and glitter) is not permitted inside the facilities or on the grounds.
- O. Sitting, standing or dancing on tables or standing on chairs is not permitted.
- P. All items used on the patio or foyer must be free standing.
- Q. \$35.00 NSF check fee.
- R. Sorry, no refunds for late check-in or early check-out.

### II. ALCOHOL

- A. Licensee must possess a banquet permit from the Washington State Liquor Board in order to serve alcohol at the facilities. The permit must be clearly posted during the event.
- B. Licensee must obtain and present insurance as outlined under Liquor Insurance Requirements (section VI).
- C. Licensee is permitted to serve wine, Champagne, and/or beer only.
- D. Kegs of beer are not permitted at the facilities.

- E. Alcohol may not be consumed or dispensed anywhere other than within the licensed facilities or on the patio.
- F. No more than 100 people may attend an event where alcohol will be served.

### **III. PAYMENT**

- A. Payment for events totaling under \$750 (including damage deposit) will be paid in full at the time of booking.
- B. Payment plan may be setup for events that total \$750 or more, and are at least 60 days in advance. Plans require a \$250 deposit and will incur a non-refundable \$50 invoicing fee.
- C. All fees must be collected in full no later than 31 days prior to event.
- D. Failure to pay balance at least 31 days prior to event will result in cancellation of reservation without refund.

### **IV. CHANGES**

- A. Date changes or reduction in hours will be accepted no later than 60 days prior to event
- B. Changes in time (equal to or extending hours) will be accepted up to 48 hours prior to event (pending availability of Event Host).

### **V. DAMAGE/CLEANING DEPOSIT REFUND**

- A. The Licensee is responsible for reporting any damage found, to the Event Host, within thirty (30) minutes of arrival. It is strongly recommended that the Licensee (or designee) conduct a Pre Event inspection prior to set-up.
- B. The damage/cleaning deposit will be refunded if there is no damage or loss of property to the facilities, the facilities are vacated by the contracted time, all equipment and keys are returned by the contracted time, and the facilities are left in pre-event condition upon expiration of the license.
- C. Licensee is responsible for the reasonable cost of any and all repairs or cleaning required to be made to the facilities as a result of Licensee's use, or the use by Licensee's invitees, agents, employees, exhibitors, participants, patrons, guests, volunteers or any persons admitted to the facilities by Licensee. The County will provide detailed billing and accounting to Licensee when such restoration is completed. The costs will be deducted first from the damage / cleaning deposit. Any deficiency will be the Licensee's responsibility.
- D. Damage Deposit refunds can take up to 4 weeks.

### **VI. CANCELLATION/REFUND POLICY**

- A. Customer requested cancellations:
  - 1. All cancellation requests must be submitted in writing (e-mail to [scparksrec@gmail.com](mailto:scparksrec@gmail.com)).
  - 2. Requests received 60 or more days in advance of scheduled event date will receive a full refund minus a \$100 cancellation fee and any applicable processing fees.
  - 3. Requests received at least 31 days, but no later than 59 days in advance will receive a full refund minus a \$250 cancellation fee and any applicable processing fees.
  - 4. Requests received 30 or fewer days in advance will be refunded the damage deposit only.
  - 5. Payment Plan/Invoicing Fee cannot be refunded.
  - 6. Unused hours cannot be refunded.
- B. Circumstances by which reservations and/or events may be cancelled by the County. An application may be revoked at any time under any of the following circumstances:
  - 1. It is found to contain false or misleading information.
  - 2. An individual or group, willfully or through gross negligence, mistreats the equipment or facilities or violates any of the regulations established for use of the facility.
  - 3. An accidental conflict in scheduling reservations occurs.
  - 4. An individual or organization is not acting in the best interest of the county.

- C. A refund of fees and deposits shall be authorized if the County cancels a reservation when an individual or organization is not acting in the best interest of the County or due to an accidental scheduling conflict.

## **VII. INSURANCE AND HOLD HARMLESS**

- A. **HOLD HARMLESS and INDEMNIFICATION:** Licensee's use of the Facilities shall be at Licensee's own risk. Licensee shall protect, save harmless, indemnify, and defend, at Licensee's own expense, the County its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Agreement or Licensee's use of the Facilities, including claims by Licensee's employees or third parties except for claims arising out of the sole negligence of the County.
- B. **INSURANCE FOR NON-HOSTED (recurring) EVENTS,** the licensee shall:
1. Obtain and maintain continuously, throughout the term of this Agreement, General Liability insurance covering premises, products-completed operations and contractual liability. The County shall be named as an insured on Licensee's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence. If alcohol is available for consumption on the premises, whether sold or not: the Licensee shall procure and maintain for the duration of the Agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with prior approval by the County.
  2. The insurance policy shall contain, or be endorsed to contain that the Licensee's insurance coverage shall be primary insurance as respect the County. Any insurance or self-insurance maintained by the County shall be excess of the Lessee's insurance and shall not contribute with it. The Licensee shall provide to the County a certificate of insurance WITH ENDORSEMENTS no later than seven (7) days prior to the day of the scheduled use.
- C. **INSURANCE FOR ONE-TIME EVENTS SERVING LIQUOR (beer/wine/Champagne),** the licensee shall:
1. Obtain insurance through a carrier of their choosing, which meets all the requirements for non-hosted events (see above) no later than seven (7) days prior to the day of the scheduled use, and pay a non-refundable \$25.00 administrative fee; or
  2. Purchase special events insurance through <https://www.ebi-ins.com/e/tulip/apply.asp> that meets all of the requirements for non-hosted events, and is received no later than three (3) days prior to the day of scheduled use.
- D. Licensee's maintenance of insurance as required hereunder shall not be construed to limit the Licensee's liability to the coverage provided by such insurance or otherwise limit the County's recourse to any remedy available at law or in equity.

***I have received, read, understand, and will comply with the Hold Harmless statement and requirements of the Snohomish County Parks and Recreation Department rules and policies.***

LICENSEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_